



**INTERACTIVE BROKERS AUSTRALIA PTY LTD**

**ABN 98 166 929 568**

**AFSL 453554**

**SPOT FOREIGN EXCHANGE**

**PRODUCT DISCLOSURE STATEMENT**

**Date of Issue: 6 October 2017**

## **IMPORTANT INFORMATION**

This Product Disclosure Statement (PDS) has been prepared without taking into account your objectives, financial situations or needs. Therefore, before trading in the products referred to in this PDS you should:

- Read and consider all sections carefully and be satisfied that any trading you propose to undertake in relation to the products describe herein is appropriate in view of your objectives, financial situation and needs;
- Ensure you understand the contract specifications for the products you are proposing to trade;
- Ensure you understand your obligations and rights under the terms and conditions governing trading with us;
- Understand that the risk of loss in trading in foreign exchange (FX) can be substantial and carefully consider whether trading in FX is appropriate for you in light of your personal investment objectives, financial circumstances and needs. FX is not suitable for some retail investors; and,
- Only trade FX if you understand the nature of the products and the extent of your exposure to risks.

This PDS is an important document and we recommend you contact us should you have any questions on its contents. You should retain a copy of this PDS for your records.

Although the information in this PDS is up to date as at the date of publication, it is subject to change from time to time. Where such changes are not materially adverse, we may provide updates on our website at [www.interactivebrokers.com.au](http://www.interactivebrokers.com.au) (under Forms and Disclosures > Disclosures). Certain changes to this PDS may require that we issue a new PDS or a supplementary PDS. The latest version of this PDS and any supplementary PDS will be available on our website.

If you received this document electronically or if you received any updated or new information other than in writing, we will provide a paper copy free on request.

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## 1. INTRODUCTION

### 1.1 Purpose of this PDS

This PDS has been prepared by Interactive Brokers Australia Pty Ltd ("IBA") ABN 98 166 929 568, AFSL No. 453554. In this PDS when we use terms 'we', 'us' or 'our', the reference is to IBA. For the purpose of the Corporations Act 2001, we are the issuer of spot Foreign Exchange contracts ("Spot FX contract") described in this PDS.

The information in this PDS does not take into account your personal objectives, financial situation and needs. This PDS is designed to assist you in deciding whether the Spot FX contract referred to herein are appropriate for your needs and in comparing it with other financial products you may be considering. It is not a substitute for independent professional advice.

### 1.2 Offer made to clients of IBA in Australia

This PDS and the Spot FX contracts described in this PDS are available to persons in Australia who are clients of IBA. The distribution of this PDS in a jurisdiction outside of Australia may be restricted by the laws of that place. This PDS does not constitute an offer or invitation in any place where, or to any person whom, such offer or invitation would not be lawful according to the laws of the relevant place. Persons who come into possession of this PDS in a place that is not Australia should seek independent advice as to what prohibitions or restrictions apply to them in relation to the products described herein, if any.

If you consult or have engaged a Financial Adviser or Broker or any other third party you should obtain a copy of their FSG. IBA does not endorse any representations made by any third party about us or the Spot FX contract described in this PDS.

### 1.3 About Interactive Brokers Australia Pty Ltd

IBA is the Australian subsidiary of the Interactive Brokers Group, a NASDAQ listed group, and provides non-advisory electronic brokerage across a wide range of exchange traded products globally along with other related services. Together, IBA and its affiliates within the group provide electronic trade execution and clearing on over 100 market centres in 23 countries around the world.

IBA is regulated by the Australian Securities and Investment Commission (ASIC) holds an Australian Financial Services licence no. 453554, under which it is authorised to issue to and make a market in the Spot FX Contracts described in this PDS for retail and wholesale clients. IBA is also a participant of ASX, Chi-X and ASX24 markets and a Clearing Participant of ASX Clear and ASX Clear.

For further information about IBA, you should read our Financial Services Guide (FSG) and the other information about the services we provide available from our website.

Our contact details are as follows:

<b>Registered and business address:</b>	Interactive Brokers Australia Pty Ltd Level 40, Grosvenor Place 225 George Street Sydney NSW 2000 Australia
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<b>Postal Address</b>	Interactive Brokers Australia Pty Ltd PO Box R229 Royal Exchange NSW 1225 Australia
<b>Web:</b>	<a href="http://www.interactivebrokers.com.au">www.interactivebrokers.com.au</a>
<b>Email:</b>	Inbound communications via commercial E-mail are not supported due to security concerns.  You may submit an inquiry <a href="#">here</a> .
<b>Telephone:</b>	+61 (2) 8093 7300
<b>Fax:</b>	+61 (2) 8093 7310

If you require any legal, taxation or other advice we strongly recommend that you seek such advice prior to opening an account with IBA and or trading the Spot FX contract described in this PDS.

#### 1.4 **Terms applying to the Spot FX contracts offered in this PDS**

This PDS describes the Spot FX Contracts offered by IBA.

The terms governing the agreement between you and us in relation to the Spot FX contracts described in this PDS include our general terms and conditions (T&C's) and any product contract specifications published on our website.

Our website contains important details about the costs associated with trading and details about how we calculate the margin requirements that you must meet at all times to trade Spot FX contracts.

## **2. WHAT PRODUCTS DOES THIS PDS COVER?**

As at the date of this PDS, IBA only offers Spot FX contracts for client initiated trades for currency pairs comprising any two of AUD, USD, GBP and EUR currencies. For example, IBA offers its clients the ability to trade Spot FX contracts which convert AUD to USD or USD to AUD; essentially, selling Australian Dollars against buying US Dollars or selling US Dollars against buying Australian Dollars.

This PDS also covers the Spot FX contracts which IBA is deemed to issue to you when it (i) undertakes a conversion of currency on your behalf in order to meet the margin or settlement obligations due for your dealing in financial products or (ii) converts the proceeds (if any) upon closing out a position which is in a currency other than AUD, USD, GBP or EUR, back to the base currency of the account. This service is automatic and offered in order to simplify how you can trade financial products outside of Australia and the US.

### 3. BASIC FEATURES OF FOREIGN EXCHANGE

#### 3.1 What is a Spot FX contract?

A Spot FX contract allows you to exchange one currency for another at an agreed exchange rate on an agreed date. There are several ways in which an FX exchange rates may be quoted, including value today exchange rates, value tomorrow exchange rates, spot exchange rates or forward exchange rates.

IBA only offers Spot FX contracts in this PDS which use spot exchange rates. In a spot exchange rate, IBA is quoting today the rate at which it will exchange currencies with you on the settlement date, which is typically 2 business days after the trade date.

#### 3.2 Uses of Spot FX contracts

IBA currently only offers clients the ability to trade currency pairs comprising any two of AUD, USD, GBP and EUR currencies, for example USD.AUD and accordingly this may limit the uses of Spot FX contracts. Generally, the activities for which Spot FX contracts may be useful include:

- meeting obligations in respect of importing, where the invoice is quoted in foreign currencies;
- meeting obligations in respect of exporting, where the invoice is quoted in foreign currencies;
- foreign currency borrowing;
- foreign currency investing;
- repatriation of overseas profit or interest in foreign currencies back to Australia; and other foreign currency payments.

#### 3.3 Spot exchange rates

The spot exchange rate is the rate which a currency pair will be exchanged. This is sometimes referred to as the 'spot price'.

Foreign exchange spot rate quotes will be expressed in a conventional form of AUD.USD. In the example given, AUD is the "base currency"<sup>1</sup> and USD is the "quote", "terms" or "counter" currency. The convention refers to how many units of USD is equal to one unit of AUD. For instance, the quote may be expressed as AUD.USD 0.74. This means that in this quote, every 1 unit of AUD equals 0.74 of USD, or the exchange rate of AUD to USD is 1 to 0.74.

IBA determines the spot exchange rates it quotes to you taking into account a number of factors, including but not limited to the following:

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<sup>1</sup> Note: when we refer to a 'base' currency in the context of explaining an FX currency pair, we are referring to industry standard terms for FX currency pairs. This should not be confused with the term 'base currency' in the context of the account you hold with IBA, which is the currency selected by you which will determine the currency of translation for statements and the currency used for determining margin requirements.

- the market spot exchange rate;
- a volatility factor;
- the transaction amount; and
- an allowance for IBA's costs.

### 3.4 How does an Spot FX contract work

For example, you need to pay USD\$1,000,000.00 to an offshore recipient in 2 business days. You need to convert your AUD into USD to make this payment.

You wish to enter into a Spot FX contract with IBA today to fix a spot exchange rate where you buy USD\$1,000,000.00 and sell AUD settling in 2 business days.

You log onto the IBA's TWS platform to review the spot exchange rate. IBA quotes you a spot exchange rate of AUD/USD0.9560. If you accept this quote, a Spot FX contract is entered into between you and IB. In this example you enter an order to sell AUD.USD.

The AUD equivalent is calculated by dividing the USD amount by the agreed AUD/USD spot exchange rate quoted by IB:

$$\text{USD}\$1,000,000.00 \div \text{AUD.USD}0.9560 = \text{AUD}\$1,046,025.10$$

By entering into the Spot FX contract with IB, on T+2 you must buy USD\$1,000,000.00 from IBA in exchange for AUD\$1,046,025.10. In other words, in this example, the trade costs you AUD \$1,046,025.10 to purchase USD \$1m.

*Examples are used for illustrative purposes only. The actual spot exchange rate will depend on the actual market rates at on the date of calculation. The above example does not include transaction costs. For a discussion on transaction costs see section 7 of this PDS.*

## 4. SIGNIFICANT BENEFITS OF FX CONTRACTS

The benefits of entering into Spot FX contracts will depend on how it satisfies your risk management strategy and financial circumstances. Various uses of Spot FX contracts were discussed at section 3.2 of this PDS.

The benefits of a Spot FX contract include:

- **Providing cash flow certainty** – Spot FX contracts allow you to lock in an exchange rate for the purchase or sale of foreign currency amounts on a certain date, eliminating exchange rate uncertainty.
- **Providing exchange rate protection** – Spot FX contracts can help provide you with protection against unfavourable FX movements between the time you enter into a Spot FX contract and settlement date. This is typically referred to as 'hedging' foreign exchange risk".

## 5. SIGNIFICANT RISKS OF FX CONTRACTS

You should be aware that the risk of loss in trading in Spot FX contracts can be substantial. It is important that you carefully consider the following risk factors described in this PDS and whether trading Spot FX contracts is appropriate for you in light of your



knowledge, investment objectives and financial circumstances. Spot FX contracts are not suitable for some retail investors. We also recommend that you obtain independent advice on the suitability of trading Spot FX contracts.

Some of the main risks associated with Spot FX contracts include the following:

#### 5.1 **Market risk / currency risk**

FX Markets can be volatile and are subject to a host of factors, including economic conditions, government regulations, legislation, market sentiment, local and international political events, environmental and technological issues.

Market risk is the risk that the value of your FX transaction will change as a result of a movement in the underlying market price. Exchange rates between foreign currencies can change rapidly due to a wide range of economic, political and other conditions, exposing you to risk of exchange rate losses in addition to the inherent risk of loss from trading the underlying financial product. If you deposit funds in a currency to trade products denominated in a different currency, your gain or loss on the underlying investment therefore may be affected by changes in the exchange rate between the currencies.

In addition, once you have entered an FX trade, you forgo any benefit of a favourable FX movement between the time you enter into a Spot FX contract and the settlement date. This may be a benefit, but may also be a risk.

#### 5.2 **OTC products**

As there is no centralised foreign exchange market you will have limited ability to externally determine the competitiveness of the spot prices that IBA quotes to you; they may be better or worse than other FX providers are able to provide.

Noting this, IBA strives to offer transparency in the spot prices it quotes by not marking up the prices or widening the spreads of the FX quotes that are available to it, which it in turn, passes on to you.

#### 5.3 **Settlement time zone differences risks**

The settlement date of trades in Spot FX Contracts can vary due to time zone differences and bank holidays in different jurisdictions. When trading across FX markets, this may necessitate borrowing funds to settle FX trades. The interest rate on borrowed funds must be considered when computing the cost of trades across multiple markets.

#### 5.4 **Credit risk / counterparty risk**

Credit risk (also known as counterparty risk) is common to all financial markets and products. However, as the FX products described in this PDS are **not** traded on a centralised exchange and are not centrally cleared, this means you are entirely reliant on IBA's ability to meet its obligations to you under the terms of each Spot FX contract and you are at risk should IBA fail to do so.

#### 5.5 **Operational risk**

Operational risk is the risk of loss resulting from inadequate or failed internal processes, people, systems or external events.

You are reliant on the ability of IBA to price and settle your transaction in a timely and accurate manner. IBA in turn is dependent on the reliability of its own operational processes that include communications, computers and computer networks. Disruptions in IBA's processes may lead to delay in the execution and settlement of your transaction. Such disruptions may result in contractual outcomes that are less favourable to you.

However, once you have entered into a transaction, the management of risks associated with its own operational processes is the responsibility of IBA.

#### **5.6 Price slippage, order cancellation and adjustment risk**

Prices quoted on IBA's system generally reflect those prices which are quoted to IBA. Prices quoted on IBA's system reflect changing market conditions and therefore quotes can and do change rapidly. As such, when your order is received and processed by IBA's system, the quote on IBA's platform may be different from the quote displayed when the order was sent by you. This change in price is commonly referred to as "slippage". IBA generally will not execute your order at a certain price unless IBA is able to trade at that price against one of IBA's FX Providers. If you send an order for an FX transaction to IBA's system but your requested price is no longer available and therefore the order is non-marketable, IBA will not execute the order then but will place it in IBA's limit order book in accordance with your time-in-force instructions. IBA may execute the order if it becomes marketable based on prices received from IBA's FX Providers. If you send an order for a Spot FX contract to IBA's system and the current price is more favourable for you than what you have requested in the order, the order will generally be executed at the available better price.

Although IBA attempts to obtain the best price for your orders on Spot FX contracts, because of the inherent possibility of transmission delays between and among yourself, IBA and FX Providers, or other technical issues, execution prices may be worse than the quotes displayed on IBA's platform.

To execute your order, IBA engages in back-to-back transactions with one or more counterparties. These counterparties on occasion may cancel or adjust FX trades with us in the event of market or technical problems. In these cases we may have to cancel or adjust Spot FX contracts that you have executed.

#### **5.7 Failure to meet margin obligations and automatic liquidation**

IBA has implemented a credit management system which constantly monitors all your positions and the margin obligations for such positions (if any) in real time. Should your account fail to meet your margin requirements at any time then we may, and without giving prior notice to you, take any action (which may include entering into risk reducing positions by closing out some or all of your open positions and or exercising open positions) or liquidating long positions to bring your account back in compliance with IBA's margin requirements. While IBA believes this constitutes prudent risk management, because we do not typically allow you to determine what positions we may close or liquidate, this may mean that we liquidate positions in your account which you might have wished to maintain. This could mean you realise a loss or a gain on positions (for taxation purposes).

#### **5.8 Sanctions Legal Risk**

Australia is a member of the United Nations and observes and implements United Nations Security Council sanctions. IBA must comply with restrictions imposed by sanctions and may be prohibited from dealing with certain persons or entities. If it

appears that you are or may be acting on behalf of a prescribed person or entity, IBA may be required to suspend, cancel or refuse services to you, freeze your assets held by us or close or terminate your agreement with us. If we are required to take action it may result in significant costs to you.

### **5.9 Cooling off period**

There are no cooling-off arrangements for Spot FX contracts described in this PDS. This means that once you enter into a Spot FX contract, you cannot terminate or vary the contract without our consent. As we will have entered into a corresponding trade with a third party, we will be restricted when we are able to accommodate a request to terminate or transfer.

### **5.10 Use of third parties**

Because there is no centralised FX market or clearing facility for the trading and settlement of the Spot FX contracts described in this PDS, you and IBA are reliant upon third parties (such as the banks which process payments of money) to move settlement amounts. We cannot guarantee that such third parties will comply with our instructions or not suffer from operational failures or restrictions which impact settlements.

## **6. TRADING FX WITH IBA**

### **6.1 How to trade Spot FX contracts with IBA**

You can trade with IBA through our desktop Trader Workstation trading platform (TWS), web trader, or any of our mobile trading platforms. IBA recommends that prior to engaging in trading you open a paper trading account to conduct simulated trading to become familiar with the platforms.

### **6.2 Execution and settlement of Spot FX contract**

Through the TWS, you may ask IBA for a spot exchange rate for a currency pair for a specified transaction amount.

If IBA offers you a spot exchange rate and if you accept the offer, provided that you have sufficient equity in your account, a Spot FX contract is entered between you and IBA.

IBA will send you a trade confirmation setting out the terms of your Spot FX contract. You can also view your executed/filled orders on the Trader Work Station in the order history, or in your Account Management statements and reports.

Subject to the terms and conditions of the Spot FX contract, on the settlement date (ie T+2) the currencies in the currency pair are exchanged. You must ensure that you have sufficient funds in your Account to settle the Spot FX contract. See further information regarding IBA's margin requirements in section 6.6 below.

### **6.3 Nature of FX transactions between you and IBA**

When you enter into a Spot FX contract on IBA's platform, IBA is your contractual counterparty in the trade. Settlement obligations are owed as between you and IBA.

#### 6.4 **Prices quoted on the IBA FX Platform**

The prices quoted by IBA to you on IBA's IdealPro platform reflect the prices that are available to IBA. As at the date of this PDS, these prices reflect quotation streams from fourteen (14) of the world's largest foreign exchange dealers which constitute more than 70% of the market share in the global interbank market.

#### 6.5 **Order sizes; Minimum and maximums**

For the purposes of maintaining adequate scale and competitive spreads, a minimum size is imposed on all IdealPro orders. There are also maximum orders sizes. You should refer to our [website](#) for the most current information.

Orders below the minimum size are considered odd lots and limit prices for these odd lot-sized orders are not displayed through IdealPro. While odd lot marketable orders are not likely to be executed at the interbank spreads afforded to IdealPro orders, they will generally be executed at prices only slightly inferior (1-3 ticks).

#### 6.6 **IBA's margin requirements**

This section provides an overview of how IBA calculates and applies its account margin requirements on an account you hold with IBA.

##### **a) Single universal account**

When you open an account (**Account**) with IB, you open a single account through which you can trade not only Spot FX contracts, but other products such as shares, futures and options. When we calculate your margin requirement, we have regard to the assets and liabilities in your Account as a whole.

##### **b) Risk based portfolio analysis**

We determine the margin requirement for your Account by risk based portfolio analysis models, also having regard to the margin called by ASX, International Exchanges and Clearing Houses. A summary with examples on how IBA calculates Option margins is available via the following link to IBA's website: [www.interactivebrokers.com.au](http://www.interactivebrokers.com.au) under "Trading" >> "Products" >> "Margin".

##### **i. Real-time margining and real-time monitoring**

The value of assets and positions held in your Account is marked to market by IBA's real-time credit management system. IBA uses a real-time risk management system to allow you to see your trading risk at any moment of the day. Our real-time margin system calculates margin requirements throughout the day for new trades and trades already on the books and enforces initial margin requirements at the end of the day, with real-time liquidation of positions instead of delayed margin calls. Your margin requirement and current equity is monitored by IBA and displayed online in real time via the various trading interfaces (for example TWS). For more information about real-time margin monitoring, please visit our webpage: [www.interactivebrokers.com.au](http://www.interactivebrokers.com.au) under Products >> Margin >> Real-time Monitoring

**Important: It is your responsibility to actively monitor and manage your open positions and ensure that you meet your margin obligations. The proprietary platform that IBA provides to you provides visual indicators on your portfolio.**

**It is also your responsibility to ensure that you are aware of any changes in margin obligations and we recommend that you monitor your positions continuously. All margin requirements must be met immediately. This means that sufficient cleared funds must be on deposit in your account to enable you to meet margin requirements immediately as and when they fall due.**

ii. **New positions must be covered in advance**

IBA's real-time margining means that you will not be able to execute a transaction, if doing so would cause your Account to go into margin deficit. For example, if your margin requirement would increase as a result of entering into a Spot FX contract, and there were insufficient assets in the Account to cover the margin obligation, IBA would not enter into the FX transaction concerned.

iii. **Consequences of a margin deficit**

If your account does go into margin deficit, (that is, if there are insufficient assets in your Account to cover the margin requirements), then IBA will liquidate all, or part of, the assets held in your Account, or otherwise close your open positions to eliminate the deficiency.

**Important: IBA will notify you when a margin deficiency arises through the trading platform, but is not obliged to give you an opportunity to provide further funds. IBA will instead generally liquidate positions in your account in order to satisfy margin requirements.** Any losses resulting from IBA closing out your positions will be debited to your account and you may be required to provide additional funds to IBA to cover any shortfall.

You should carefully review the T&C's to understand your rights and obligations and IBA's rights and obligations.

The value of assets and positions held in your Account is marked to market by IBA's real-time credit management system. IBA uses a real-time risk management system to allow you to see your trading risk at any moment of the day. Our real-time margin system calculates margin requirements throughout the day for new trades and trades already on the books and enforces initial margin requirements at the end of the day, with real-time liquidation of positions instead of delayed margin calls. Your margin requirement and current equity is monitored by IBA and displayed online in real time to you via the various trading interfaces, as well as the online client portal. For more information about real-time margin monitoring, please visit our margin information [page](#).

It is your responsibility to actively monitor and manage your Account and ensuring that you meet your margin obligations. It is also your responsibility to ensure that you are aware of any changes in margin obligations. All margin requirements must be met immediately. This means that sufficient cleared funds must be on deposit in your account to enable you to meet margin requirements immediately.

## **7. CLIENT MONEY**

The following section is intended to outline important information regarding client money, you should review the terms of your agreement with us for further detail regarding handling of client money.

IBA will handle the client money it receives in accordance with the rules set out in Part 7.8 of the Corporations Act 2001 (Cth) (Client Money Rules) and to the extent applicable the ASIC Market Integrity Rules (ASX market) 2010, and the rules of Clearing Houses of

which it is a member. Where required, IBA will pay such client money into a trust account. Client money received from you (or on your behalf) will be combined and deposited with the client money received from IBA's other clients.

In accordance with Corporation Regulation 7.8.02A, IBA will specifically not use derivative retail client money for the purpose of meeting margin obligations applicable to transactions that IBA enters into to hedge the risk associated with dealing in derivatives, including the Products described in this PDS.. Money may be paid to counterparties who may be related companies to meet margin and settlement obligations. Money paid out to and held by counterparties will not be held by IBA according to the Australian Client Money Rules, rather it will be held in accordance with the rules of the relevant jurisdiction. In those circumstances, funds may not have the same protection as funds deposited in Australia in a trust account.

IBA is entitled to all interest earned on any client money held in a trust account.

**Important:** *Clients who trade FX may be required to meet the obligations for a transaction in a foreign currency and may be entitled to delivery of foreign currency upon settlement. Where IBA does not support the holding of a particular foreign currency, it will arrange for a spot foreign exchange transaction to be executed on your behalf to meet the obligations of the dealing or convert the proceeds resulting from settlement (if any).*

## **8. FEES, CHARGES AND MINIMUMS**

The following is a summary description of the fees and charges associated with trading in Spot FX contracts.

We ask you to refer to IBA's website, [www.interactivebrokers.com.au](http://www.interactivebrokers.com.au) for information on what fees and charges are payable, see under "Pricing" >> "Commissions" which sets out all fees payable for trading Spot FX Contracts.

Relevant fees and charges associated with a transaction will be disclosed on the confirmation for the transaction.

### **8.1 Commissions**

We charge commission for entering Spot FX contracts with you. Please refer to IBA's website.

### **8.2 Mark ups and intermediary billings**

Financial advisers and brokers may charge their clients for services rendered either through automatic billing, electronic invoice or direct billing. If you are a client of a financial adviser or broker, they determine the mark-up on IBA's standard fees and commission and this mark-up may be modified from time to time. You will be provided notice with details of any mark ups on IBA's standard fees and commissions charged by your financial adviser or broker at account application and when they are changed by your financial adviser or broker. The available billing methods including caps and limitations are described at the IBA website at [www.interactivebrokers.com.au](http://www.interactivebrokers.com.au) under Pricing.

### **8.3 Interest**

If you have a debit balance on your Account after all fees and costs have been deducted (in other words, you owe money to meet the margin requirement or other amounts) you

must pay interest on the debit balance. Interest is calculated daily based on your positions, margin requirement and balances on your daily statement for that date.

Interest is usually posted once a month on your Account. This generally occurs within five business days following the end of the month. See [www.interactivebrokers.com.au](http://www.interactivebrokers.com.au) under Pricing >> Interest and Financing.

#### **8.4 Administrative fees and charges**

IBA charges certain administrative fees for matters such as order cancellation and modifications, trade busts (cancellations) and adjustments, deposits and withdrawals, and stop payments. The list of administrative fees and charges is available on the IBA website at See [www.interactivebrokers.com.au](http://www.interactivebrokers.com.au) under Pricing >> Other Fees.

#### **8.5 Market data, fundamentals and news**

If you access market data, fundamentals or news through IBA, there may be a cost to you to subscribe for this information. Please refer to the IBA website [www.interactivebrokers.com.au](http://www.interactivebrokers.com.au) under Pricing >> Research, News and Market Data for further information on the costs of accessing such data through IBA.

#### **8.6 Taxes**

Transaction taxes, such as value added taxes may apply in some jurisdictions. The taxation implications of trading in Spot FX Contracts will depend on your particular circumstances and it is recommended that you obtain your own independent taxation advice. See section 10 for a more detailed discussion of significant taxation implications.

#### **8.7 Monthly activity minimums**

IBA caters to active professional traders and investors and as such accounts are required to meet minimum levels of activity. Those accounts that do not meet the minimum levels are assessed a monthly activity fee. Whether this fee is assessed is determined by reference to commissions only, that is, for instance market data fees and administrative fees are not included in determining if an account has met the minimum activity.

Required balance, activity and commission minimums for retail and introducing broker accounts and for clients using a dedicated line FIX connection are as set out on the IBA website at [www.interactivebrokers.com.au](http://www.interactivebrokers.com.au).

#### **8.8 Required Minimums**

There are minimums required to open an account with IBA. These are set out on our [www.interactivebrokers.com.au](http://www.interactivebrokers.com.au) under Pricing >> Required Minimums.

### **9. DISPUTE RESOLUTION**

#### **9.1 IBA's internal complaints resolution process**

IBA is committed to providing a high quality product and service. If you have a query about the service or products we offer, our level of service or the quality of product we provide has failed to meet your expectations, we encourage you to tell us.

IBA’s complaint process is designed to ensure your complaint is handled promptly, appropriately and fairly, and dealt with in the strictest confidence.

We request that you submit any queries or complaints online to ensure such queries and complaints are dealt with in the most efficient manner. Please submit your query via Account Management for the most expedient and efficient handling. You do this by logging into “Account Management” selecting “Inquiry Ticket” >> “New Ticket” and then selecting the following:

- Category: Other Regulatory
- Sub-category: Submit a Complaint

Alternatively, you may make your query or complaint as follows:

By Email:	Inbound communications via commercial E-mail are not supported due to security concerns.  You may submit an inquiry <a href="#">here</a> .  Please ensure you select “Account Services” for the subject and “Complaint for the topic” for the most expedient handling.
By Telephone:	+61 (2) 8093 7300
By Mail:	The Complaints Officer Interactive Brokers Australia Pty Ltd PO Box R229 Royal Exchange NSW 1225 Australia

Under the rules applicable for handling complaints, IBA has 45 days in which to respond to your complaint or query, although we may need to extend this timeframe in complex matters. IBA will attempt however to resolve your complaint and notify you of any proposed resolution as quickly as possible.

## 9.2 The Australian Financial Complaints Authority

If you are not satisfied with how your complaint is responded to by IBA or 45 days have elapsed, you may direct your concerns in writing to the Australian Financial Complaints Authority (“AFCA”) which is an independent dispute resolution scheme of which IBA is a member. Before you submit any concerns to AFCA, you must have given your complaint to IBA and given us time to resolve the matter. The dispute resolution scheme offered by AFCA is provided to you free of charge. AFCA details are:

Australian Financial Complaints Authority  
GPO Box 3, Melbourne, Victoria 3001  
Telephone 1800 931 678  
Internet: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)



## **10. TAXATION IMPLICATIONS**

Interactive Brokers does not provide tax advice. It is important to note that a client's tax position when trading FX contracts will depend on your individual circumstances and the trading strategies that you adopt.

We strongly recommend that you seek independent professional tax advice on the tax implications relevant to your circumstances before trading FX contracts.

### **10.1 Goods and Services Tax (GST)**

The purchase and disposal by investors of Spot FX may be subject to GST.

GST is not payable on brokerage and commissions charged by IBA, where the FX transaction is to satisfy settlement obligations e.g. purchase of US shares, in a non AUD currency.

GST is payable on brokerage and commission charged by IBA, where the FX transaction is not related to a settlement obligation e.g. a client decides they want to hold a position in USD.

### **10.2 US Foreign Account Tax Compliance Act ("FATCA")**

Under the Inter-Government Agreement between the Australian and US Government, IBA has certain obligations to report transaction information to the Australian Tax Office (ATO) on US citizens and various US and non-US entities. We may also request you to provide certain FATCA information if you come within the requirements of the legislation.

We do not provide taxation advice, or advice about FATCA. You should consult your personal tax adviser if you believe that you are impacted by FATCA obligations.